

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, the undersigned, do hereby affirm and acknowledge that I have voluntarily applied to participate in the water sport activities offered by KOUNTRY KAYAKS LLC, and by my signature below, I further acknowledge and declare:

1. I shall abide by the watercraft laws, recreational laws, and any other laws, State or Federal, that may be applicable to my use of any equipment provided by KOUNTRY KAYAKS LLC.

2. I understand the nature of the activities offered by KOUNTRY KAYAKS LLC, and that I am in good health, in appropriate physical condition to participate in the activities and agree to comply with the customary terms, conditions and rules of participation. Further, if at any time I determine the conditions are unsafe, I will immediately discontinue further participation in the activities.

3. I understand the activities offered by KOUNTRY KAYAKS LLC involve risks and dangers of damage to personal property and serious bodily injury including, but not limited to, permanent disability, paralysis and death. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activities, the conditions in which the activities take place, the negligence of any persons affiliated with, or employed by KOUNTRY KAYAKS LLC, and I assume all such risks and dangers, both known and unknown, even if the risks and dangers are not foreseeable at the time this agreement is executed by me.

4. I understand that if I, or any minor under my care and charge, cause loss or damage to the property of KOUNTRY KAYAKS LLC, I will replace lost or damaged item, or promptly reimburse KOUNTRY KAYAKS LLC for the reasonable cost of repair or replacement.

5. There may be other risks and social and economic losses either known or unknown to me, or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation, or the participation of my minor, in the activities offered by KOUNTRY KAYAKS LLC.

6. I hereby release, discharge, forever acquit and covenant not to sue KOUNTRY KAYAKS LLC, its officers, directors, owners, members, agents, employees, volunteers, attorneys, insurers, other participants, sponsors, advertisers and, if applicable, owners and lessors of premises on which the activities offered by KOUNTRY KAYAKS LLC take place (hereinafter referred to as "RELEASEES") from all liability, claims, demands, sums of money, actions, rights, losses, injuries, causes of action, obligations, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the RELEASEES or otherwise, including negligent rescue operations; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, or anyone acting on my behalf, makes a claim against any of the RELEASEES, I will indemnify, save and hold harmless each of the RELEASEES from any litigation expenses, attorney's fees, costs, losses, liabilities and damages that RELEASEES may incur as a result of such claim.

7. This agreement shall be interpreted under the laws of the State of Ohio. Any litigation under this agreement shall be resolved in the State Courts of Ohio.

8. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

9. This Release shall inure to the benefit of RELEASEES, and shall be binding upon me and my agents, assigns, representatives, heirs and successors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Continued on back

PLEASE PRINT:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email (Optional) \_\_\_\_\_

Emergency Contact (Name and Telephone Number): \_\_\_\_\_

**COMPLETE BELOW FOR ANYONE UNDER AGE 18**

Please print minor(s) information:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Check if info is same as above ( )

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact (Name and Telephone Number): \_\_\_\_\_

PARENT OR GUARDIAN: I, the minor's parent and/or legal guardian, understand the nature of the water sport activities offered by KOUNTRY KAYAKS LLC and the minor's capabilities and believe the minor to be qualified, and in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, forever acquit, covenant not to sue and agree to indemnify and save and hold harmless each of the RELEASEES from all liability, claims, demands, sums of money, actions, rights, losses or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the RELEASEES or otherwise, including negligent rescue operations and further agree that if, despite this Release, I, the minor or anyone on the minor's behalf makes a claim against and of the RELEASEES named above, I will indemnify, save and hold harmless each of the RELEASEES from any litigation expenses, attorney's fees, costs, losses, liabilities and damages that RELEASEES may incur as a result of such claim.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

Tag \_\_\_\_\_ Style \_\_\_\_\_

Time out \_\_\_\_\_ Time in \_\_\_\_\_